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FILE  
SEP 18 2015



STEPHEN H. NASH CLERK OF THE COURT  
SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF CONTRA COSTA  
By \_\_\_\_\_, Deputy Clerk

5 ATTORNEY FOR PLAINTIFFS CONSTANCE E. GARY; DELORES M. JOHNSON;  
6 GENEVA EATON; BRIDGET M. GAINES; ANGELA R. PETERSON; TERRENCE L.  
7 GRIFFITH; STUART GRADY; MOTURI R. BRYANT; RHONDA S. MARSHALL; and  
8 CLARA MOORE

PER LOCAL RULE 5 THIS  
CASE IS ASSIGNED TO  
DEPT 17

9 SUPERIOR COURT OF CALIFORNIA  
10 COUNTY OF CONTRA COSTA

SUMMONS ISSUED

11 CONSTANCE E. GARY; DELORES M.  
12 JOHNSON; GENEVA EATON; BRIDGET  
13 M. GAINES; ANGELA R. PETERSON;  
14 TERRENCE L. GRIFFITH; STUART  
15 GRADY; MOTURI R. BRYANT; RHONDA  
16 S. MARSHALL; and CLARA MOORE,

17 Plaintiffs,

18 v.

19 CITY OF RICHMOND; RICHMOND  
20 HOUSING AUTHORITY; and DOES 1 to  
21 50,

22 Defendants.

Case No. C 15 - 0 1 6 9 9

COMPLAINT

Hearing date:  
Hearing time:  
Trial date:  
Dept. No.:

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25 1. The plaintiffs, Constance E. Gary, Delores M. Johnson, Geneva Eaton, Bridget  
26 M. Gaines, Angela R. Peterson, Terrence L. Griffith, Stuart Grady, Moturi R. Bryant,  
27 Rhonda S. Marshall, and Clara Moore, allege the following.  
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## STATEMENT OF THE CASE

2. The City of Richmond (the City) is one of the biggest slumlords in Contra Costa County. For decades, the City has warehoused its most vulnerable residents – the poor, elderly, and disabled – in substandard and dilapidated housing. In the name of all that is truly good, the City's conduct must stop.

## JURISDICTION

3. The court has jurisdiction pursuant to Code of Civil Procedure section 88.

## VENUE

4. The court has venue pursuant to Code of Civil Procedure section 394, subdivision (a).

## CLAIMS STATUTE

5. The plaintiffs have complied with all applicable claim statutes.

## PARTIES

6. The plaintiff, Constance E. Gary, is a competent adult. At all times relevant to this lawsuit, she was a tenant of the City and the Richmond Housing Authority (RHA).

7. The plaintiff, Delores M. Johnson, is a competent adult. At all times relevant to this lawsuit, she was a tenant of the City and the RHA.

8. The plaintiff, Geneva Eaton, is a competent adult. At all times relevant to this lawsuit, she was a tenant of the City and the RHA.

9. The plaintiff, Bridget M. Gaines, is a competent adult. At all times relevant to this lawsuit, she was a tenant of the City and the RHA.

10. The plaintiff, Angela R. Peterson, is a competent adult. At all times relevant to this lawsuit, she was a tenant of the City and the RHA.

1 11. The plaintiff, Terrence L. Griffith, is a competent adult. At all times relevant to  
2 this lawsuit, he was a tenant of the City and the RHA.

3 12. The plaintiff, Stuart Grady, is a competent adult. At all times relevant to this  
4 lawsuit, he was a tenant of the City and the RHA.

5 13. The plaintiff, Moturi R. Bryant, is a competent adult. At all times relevant to  
6 this lawsuit, he was a tenant of the City and the RHA.

7 14. The plaintiff, Rhonda S. Marshall, is a competent adult. At all times relevant  
8 to this lawsuit, she was a tenant of the City and the RHA.

9 15. The plaintiff, Clara Moore, is a competent adult. At all times relevant to this  
10 lawsuit, she was a tenant of the City and the RHA.

11 16. The defendant City is a public entity. At all times relevant to this lawsuit, the  
12 City was the landlord of the plaintiffs.

13 17. The defendant RHA is a public entity chartered by the City. The City Council  
14 serves as the governing body of the RHA. At all times relevant to this lawsuit, the RHA  
15 was the landlord of the plaintiffs.

16 18. The plaintiffs are ignorant of the names of the defendants designated Does 1  
17 to 50. The plaintiffs are informed and believe that they are employees, agents, and/or  
18 independent contractors of the City and the RHA.

### 19 **STATEMENT OF FACTS**

20 19. The plaintiffs live in Hacienda Development (Hacienda), a public housing  
21 project in the City. Their landlords are the City and the RHA.

22 20. The apartment building and the plaintiffs' individual units are not habitable.  
23 Problems with the building and apartments include, but are not limited to, lack of  
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1 effective waterproofing and weather protection; lack of plumbing or gas facilities that  
2 conformed to applicable law in effect at the time of installation, maintained in good  
3 working order; lack of heating facilities that conformed with applicable law at the time of  
4 installation, maintained in good working order; lack of building, grounds, and  
5 appurtenances at the time of the commencement of the lease or rental agreement, and  
6 all areas under control of the landlord, kept in every part clean, sanitary, and free from  
7 all accumulations of debris, filth, rubbish, garbage, rodents, and vermin; lack of an  
8 adequate number of appropriate receptacles for garbage and rubbish, in clean condition  
9 and good repair at the time of the commencement of the lease or rental agreement, with  
10 the landlord providing appropriate serviceable receptacles thereafter and being  
11 responsible for the clean condition and good repair of the receptacles under his or her  
12 control; lack of floors, stairways, and railings maintained in good repair; inadequate  
13 sanitation that endangers life, limb, health, property, safety, or welfare ((e.g., lack of  
14 adequate heating; lack of ventilation; dampness of habitable rooms; mold; infestation of  
15 insects, vermin, or rodents; general dilapidation or improper maintenance; and lack of  
16 adequate garbage and rubbish storage and removal facilities); structural hazards that  
17 endanger life, limb, health, property, safety, or welfare; nuisances that endanger life,  
18 limb, health, property, safety, or welfare; plumbing that endangers life, limb, health,  
19 property, safety, or welfare; mechanical equipment that endangers life, limb, health,  
20 property, safety, or welfare; faulty weather protection that endangers life, limb, health,  
21 property, safety, or welfare; and garbage and rodent harborages.

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27 21. The grounds and common areas are just as bad. Hacienda is notorious for  
28 drug trafficking, illegal drug use, prostitution, vagrancy, and other crimes. The criminal  
element has been able to run amuck in Hacienda, in part, because the gates

1 surrounding Hacienda are not secured, and the City and the RHA have decreased  
2 security at Hacienda. The plaintiffs do not feel safe at Hacienda.

3 22. The plaintiffs pleaded with the City and the RHA to fix the myriad problems at  
4 Hacienda per their written lease agreement. But the plaintiffs' requests fell on deaf ears.

5 23. The plaintiffs are informed and believe that at least some of the problems at  
6 Hacienda have not been fixed, because Does 1 to 50 misappropriated resources meant  
7 to maintain Hacienda.

8 24. In or about February 2014, Hacienda was declared uninhabitable.  
9 Nevertheless, the City and the RHA continued to demand rent, collect rent, issue a  
10 notice of a rent increase, or issue a three-day notice to pay rent or quit.

11 25. Griffith has one leg. He lives on the second floor of the building. The City and  
12 the RHA refuse to provide Griffith an apartment on the first floor, even though  
13 apartments are available; the elevators in the building are constantly out of order; and  
14 the City and the RHA are required to provide reasonable accommodations per the  
15 written lease agreement and state and federal law.

16 26. Does 1 to 50 enter residents' apartments without their knowledge and  
17 consent. They took personal property from Moore's apartment.

18 27. As a result of the defendants' conduct, the plaintiffs have suffered physical  
19 injury, emotional distress, mental anguish, property damage, and loss of property.

20 **FIRST CAUSE OF ACTION AGAINST THE CITY AND RHA**

21 **(BREACH OF CONTRACT)**

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23 28. The plaintiffs incorporate the preceding paragraphs herein by reference. The  
24 plaintiffs, the City, and the RHA entered into a written contract. The plaintiffs did all or  
25 substantially all of the significant things that the contract required them to do or were  
26 excused from doing those things. All conditions required by the contract for the City and  
27 the RHA's performance had occurred or were excused. The City and the RHA failed to  
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1 do something that the contract required them to do. The plaintiffs were harmed by that  
2 failure.

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4 **SECOND CAUSE OF ACTION AGAINST THE CITY AND RHA**

5 (BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING)

6 29. The plaintiffs incorporate the preceding paragraphs herein by reference. The  
7 plaintiffs, the City, and the RHA entered into a contract. The plaintiffs did all or  
8 substantially all of the significant things that the contract required them to do or were  
9 excused from having to do those things. All conditions required for the City and the  
10 RHA's performance had occurred or were excused. The City and the RHA unfairly  
11 interfered with the plaintiffs' right to receive the benefits of the contract. The plaintiffs  
12 were harmed by the City and the RHA's conduct.  
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14 **THIRD CAUSE OF ACTION AGAINST THE CITY AND RHA**

15 (BREACH OF IMPLIED WARRANTY OF HABITABILITY)

16 30. The plaintiffs incorporate the preceding paragraphs herein by reference. The  
17 plaintiffs, the City, and the RHA entered into a contract. The plaintiffs did all or  
18 substantially all of the significant things that the contract required them to do or were  
19 excused from doing those things. All conditions required by the contract for the City and  
20 the RHA's performance had occurred or were excused. The City and the RHA failed to  
21 do something that the contract required them to do. The plaintiffs were harmed by that  
22 failure.  
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1 **FOURTH CAUSE OF ACTION AGAINST THE CITY AND RHA**  
2 **(BREACH OF IMPLIED COVENANT OF QUITE ENJOYMENT)**  
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4 31. The plaintiffs incorporate the preceding paragraphs herein by reference. The  
5 plaintiffs, the City, and the RHA entered into a contract. The plaintiffs did all or  
6 substantially all of the significant things that the contract required them to do or were  
7 excused from doing those things. All conditions required by the contract for the City and  
8 the RHA's performance had occurred or were excused. The City and the RHA failed to  
9 do something that the contract required them to do. The plaintiffs were harmed by that  
10 failure.  
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12 **FIFTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**  
13 **(COMMON COUNT: MONEY HAD AND RECEIVED)**  
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15 32. The plaintiffs incorporate the preceding paragraphs herein by reference. The  
16 defendants received money that was intended to be used for the benefit of the plaintiffs.  
17 The money was not used for the benefit of the plaintiffs. The defendants have not given  
18 the money to the plaintiffs.  
19

20 **SIXTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**  
21 **(NEGLIGENCE)**  
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23 33. The plaintiffs incorporate the preceding paragraphs herein by reference. The  
24 defendants were negligent. The plaintiffs were harmed. The defendants' negligence was  
25 a substantial factor in causing the plaintiffs' harm.  
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1                   **SEVENTH CAUSE OF ACTION AGAINST THE CITY AND RHA**  
2   **(NEGLIGENCE PER SE)**  
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4           34. The plaintiffs incorporate the preceding paragraphs herein by reference. The  
5 City and the RHA violated Civil Code sections 1927, 1941, 1941.1, and 17920.3. The  
6 violations proximately caused injury to the plaintiffs and property. The injury resulted  
7 from an occurrence of the nature which the statutes were designed to prevent. The  
8 plaintiffs were one of the class of persons for whose protection the statutes were  
9 adopted.  
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11                   **EIGHTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**  
12   **(NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS)**  
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14           35. The plaintiffs incorporate the preceding paragraphs herein by reference. The  
15 defendants were negligent. The plaintiffs suffered serious emotional distress. The  
16 defendants' negligence was a substantial factor in causing the plaintiffs' serious  
17 emotional distress.  
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19                   **NINTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**  
20   **(INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS)**  
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22           36. The plaintiffs incorporate the preceding paragraphs herein by reference. The  
23 defendants' conduct was outrageous. The defendants intended to cause the plaintiffs  
24 emotional distress or acted with reckless disregard of the probability that the plaintiffs  
25 would suffer emotional distress, knowing that the plaintiffs were present when the  
26 conduct occurred. The plaintiffs suffered severe emotional distress. The defendants'  
27 conduct was a substantial factor in causing the plaintiffs' severe emotional distress.  
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1                                   **TENTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

2   **(PRIVATE NUISANCE)**

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4           37. The plaintiffs incorporate the preceding paragraphs herein by reference. The  
5 plaintiffs leased the property. The defendants, by acting or failing to act, created a  
6 condition or permitted a condition to exist that was harmful to health, indecent or  
7 offensive to the senses, or an obstruction to the free use of property, so as to interfere  
8 with the comfortable enjoyment of life or property. This condition interfered with the  
9 plaintiffs' use or enjoyment of their property. The plaintiffs did not consent to the  
10 defendants' conduct. An ordinary person would be reasonably annoyed or disturbed by  
11 the defendants' conduct. The plaintiffs were harmed. The defendants' conduct was a  
12 substantial factor in causing the plaintiffs' harm. The seriousness of the harm outweighs  
13 the public benefit of the defendants' conduct.  
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15                                   **ELEVENTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

16   **(PUBLIC NUISANCE)**

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18           38. The plaintiffs incorporate the preceding paragraphs herein by reference. The  
19 defendants, by acting or failing to act, created a condition that was harmful to health,  
20 indecent or offensive to the senses, or an obstruction to the free use of property, so as  
21 to interfere with the comfortable enjoyment of life or property. The condition affected a  
22 substantial number of people at the same time. An ordinary person would be reasonably  
23 annoyed or disturbed by the condition. The seriousness of the harm outweighs the  
24 social utility of the defendants' conduct. The plaintiffs did not consent to the defendants'  
25 conduct. The plaintiffs suffered harm that was different from the type of harm suffered  
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1 by the general public. The defendants' conduct was a substantial factor in causing the  
2 plaintiffs' harm.

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4 **TWELFTH CAUSE OF ACTION AGAINST THE CITY AND RHA**

5 (CIVIL CODE SECTION 1942.4)

6 39. The plaintiffs incorporate the preceding paragraphs herein by reference. The  
7 City and the RHA demanded rent, collected rent, issued a notice of a rent increase, or  
8 issued a three-day notice to pay rent or quit in violation of Civil Code section 1942.4.

9 **THIRTEENTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

10 (CONVERSION)

11 40. The plaintiffs incorporate the preceding paragraphs herein by reference. The  
12 plaintiffs had a right to possess property. The defendants intentionally and substantially  
13 interfered with the plaintiffs' property by taking possession of the property and  
14 preventing the plaintiffs from having access to the property. The plaintiffs did not  
15 consent. The plaintiffs were harmed. The defendants' conduct was a substantial factor  
16 in causing the plaintiffs' harm.

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19 **FOURTEENTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

20 (PUNITIVE DAMAGES)

21 41. The plaintiffs incorporate the preceding paragraphs herein by reference. The  
22 defendants have been guilty of oppression, fraud, or malice.

23  
24 **FIFTEENTH CAUSE OF ACTION AGAINST THE CITY AND RHA**

25 (GOV. CODE §§ 815.2, 815.4)

26 42. The plaintiffs incorporate the preceding paragraphs herein by reference. The  
27 City and the RHA are liable for the injuries caused by Does 1 to 50.

28 **PRAYER FOR RELIEF**

1           43. Wherefore, the plaintiffs pray for judgment against the defendants as follows:

- 2           (a)   Compensatory damages according to proof;
- 3           (b)   Special damages according to proof;
- 4           (c)   Retroactive rent abatement according to proof;
- 5           (d)   Punitive damages according to proof;
- 6           (e)   Injunctive relief;
- 7           (f)   Costs of suit;
- 8           (g)   Attorney's fees; and
- 9           (h)   For such other relief as the court may deem just and proper.
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13       Dated this September 18, 2015

Respectfully submitted,



Mister Phillips, Esq.  
Attorney for Plaintiffs